



# UINTAH COUNTY

## STATE OF UTAH

*Our past is the nation's future.*

### COMMISSIONERS:

Dave Haslem  
Michael J. McKee  
Jim Abegglen

ASSESSOR - Gayla Casper  
ATTORNEY - JoAnn B. Stringham  
CLERK-AUDITOR - Mike Wilkins  
RECORDER - Randy J. Simmons  
TREASURER - Donna Richens  
SHERIFF - Rick Hawkins  
SURVEYOR - Robert L. Kay

July 12, 2004

D. Wayne Hedburg, Permit Supervisor  
UDOGM  
1594 West North Temple, Suite 1210  
PO Box 145801  
Salt Lake City, UT 84114-5801

RE: Reclamation bond/contract

Dear Mr. Hedburg,

Enclosed are the current contract and bonding qualifications recently required by your office. We appreciate greatly the assistance given by Joell in order for us to complete these documents.

This should bring our records up to current status.

Again we appreciate the help your office has given us and if further information is needed please contact Tammy Ferguson (435) 789-1070.

Sincerely Yours,

Paul Felch  
Uintah County Road Dept.  
PF/tf

RECEIVED  
JUL 13 2004  
JUL 14 2004  
DIV. OF OIL, GAS & MINING

FORM MR-RC  
Revised September 2, 2003  
RECLAMATION CONTRACT

File Number M/047/022

Effective Date \_\_\_\_\_

Other Agency File Number \_\_\_\_\_

**STATE OF UTAH**  
**DEPARTMENT OF NATURAL RESOURCES**  
**DIVISION of OIL, GAS and MINING**  
1594 West North Temple Suite 1210  
Box 145801  
Salt Lake City, Utah 84114-5801  
(801) 538-5291  
Fax: (801) 359-3940

**RECEIVED**

**JUL 14 2004**

DIV OF OIL GAS & MINING

**RECLAMATION CONTRACT**

---ooOoo---

For the purpose of this RECLAMATION CONTRACT the terms below are defined as follows:

"NOTICE OF INTENTION" (NOI): (File No. M/047/022  
(Mineral Mined) Tar Sands

"MINE LOCATION":  
(Name of Mine) Uintah County Asphalt Mine  
(Description) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

"DISTURBED AREA":  
(Disturbed Acres) 43.6  
(Legal Description) (refer to Attachment "A")

"OPERATOR":  
(Company or Name) Uintah County Road Department  
(Address) 147 East Main  
Vernal, Utah 84078  
  
(Phone) (435) 789-1070

"OPERATOR'S REGISTERED AGENT":

Name)

(Address)

(Phone)

David J. Haslem

147 East Main

Vernal, Utah

(435) 790-5381

"OPERATOR'S OFFICER(S)":

Uintah County Commission

SURETY":

(Form of Surety - Attachment B)

Agreement

"SURETY COMPANY":

(Name, Policy or Acct. No.)

N/A

"SURETY AMOUNT":

(Escalated Dollars)

\$115,900

"ESCALATION YEAR":

2009

"STATE":

"DIVISION":

"BOARD":

State of Utah

Division of Oil, Gas and Mining

Board of Oil, Gas and Mining

ATTACHMENTS:

A "DISTURBED AREA":

B "SURETY":

This Reclamation Contract (hereinafter referred to as "Contract") is entered into between Uintah County Road Department the "Operator" and the Utah State Division of Oil, Gas and Mining ("Division").

WHEREAS, Operator desires to conduct mining operations under Notice of Intention (NOI) File No. M/047/022 which has been approved/accepted by the Utah State Division of Oil, Gas and Mining under the Utah Mined Land Reclamation Act, Sections 40-8-1 et seq., Utah Code Annotated, (1953, as amended) (hereinafter referred to as "Act") and implementing rules; and

WHEREAS, Operator is obligated to reclaim that area described as the Disturbed Area as set forth and in accordance with Operator's approved/accepted Reclamation Plan or Notice, and Operator is obligated to provide surety in form and amount approved by the Division, to assure reclamation of the Disturbed Area.

NOW, THEREFORE, the Division and the Operator agree as follows:

1. Operator agrees to conduct reclamation of the Disturbed Area in accordance with the Act and implementing regulations, the approved/accepted Notice of Intention and Reclamation Plan or Notice received May 9, 1988. The Notice of Intention and the Reclamation Plan, as amended, are incorporated by this reference and made a part hereof.
2. Concurrent with the execution hereof, Operator has provided surety to assure that reclamation is conducted, in form and amount acceptable to the Division. Such surety as evidenced by the Surety Contract is in the form of the surety attached hereto as Attachment B and made a part hereof. The Surety Contract shall remain in full force and effect according to its terms unless modified by the Division in writing. If the Surety Contract expressly provides for cancellation, then, within 60 days following the Division's receipt of notice that the Surety Company intends to cancel the Surety Contract, the Operator shall provide a replacement Surety Contract in a form and amount reasonably acceptable to the Division. If the Operator fails to provide an acceptable replacement Surety Contract, the Division may order the Operator to cease further mining activities and to begin immediate reclamation of the Disturbed Area.
3. Operator agrees to pay legally determined public liability and property damage claims resulting from mining to the extent provided in Section 40-8-7(1)(e) of the Act.
4. Operator agrees to perform all duties and fulfill all reclamation requirements applicable to the mine as required by the Act and implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended.
5. The Operator's liability under this Contract shall continue in full force and effect until the Division certifies that the Operator has reclaimed the Disturbed Area in accordance with the Act and implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended.
6. If reclamation of discrete sections of the Disturbed Area is completed to the satisfaction of the Division, and the Division finds that such sections are severable from the remainder of the Disturbed Area, Operator may request the Division to certify that Operator has reclaimed such discrete sections of the Disturbed Area in accordance with the Act and Implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended. If the Division makes such certification, Operator may make request to the Division that the aggregate face



amount of the Surety Contract provided pursuant to paragraph 2 be reduced to an amount necessary to provide for completion of the remaining reclamation. The Division shall hear Operator's request for such reduction in accordance with the Board's Procedural Rules concerning requests for Agency Action.

7. Operator agrees to indemnify and hold harmless the State, Board and the Division from any claim, demand, liability, cost, charge, suit, or obligation of whatsoever nature arising from the failure of Operator or Operator's agents and employees, or contractors to comply with this Contract.
8. Operator may, at any time, submit a request to the Division to substitute surety. The Division may approve such substitution if the substitute surety meets the requirements of the Act and the implementing rules.
9. This Contract shall be governed and construed in accordance with the laws of the State of Utah.
10. If Operator shall default in the performance of its obligations hereunder, Operator agrees to pay all costs and expenses, including reasonable attorney's fees and costs incurred by the Division and/or the Board in the enforcement of this Contract.
11. Any breach that the Division finds to be material of the provisions of this Contract by Operator may, at the discretion of the Division, result in an order to cease mining operations. After opportunity for notice and hearing, the Board of Oil, Gas and Mining may enter an order to revoke the Notice of Intention, order reclamation, or order forfeiture of the Surety Contract, or take such other action as is authorized by law.
12. In the event of forfeiture of the Surety Contract, Operator shall be liable for any additional costs in excess of the surety amount which are required to comply with this Contract. Any excess monies resulting from forfeiture of the Surety Contract, upon completion of reclamation and compliance with this Contract, shall be returned to the rightful claimant.
13. This Contract including the Notice of Intention, as amended and the Reclamation Plan, as amended, represents the entire agreement of the parties involved, and any modification must be approved in writing by the parties involved.
14. Each signatory below represents that he/she is authorized to execute this Contract on behalf of the named party.

OPERATOR:

Uintah County Road Department

Operator Name

By

David J. Haslem  
David J. Haslem, Uintah County Commission Chairman

Attest:

Michael Wilkins  
Michael Wilkins, Uintah County Clerk/Auditor

Date 12-Jul-04

STATE OF Utah )  
COUNTY OF Uintah ) ss:



DIVISION OF OIL, GAS AND MINING:

By \_\_\_\_\_  
Lowell P. Braxton, Director

\_\_\_\_\_ Date

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss:

On the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, \_\_\_\_\_  
personally appeared before me, who being duly sworn did say that he, the said  
\_\_\_\_\_ is the Director of the Division of Oil, Gas and Mining,  
Department of Natural Resources, State of Utah, and he duly acknowledged to me that  
he executed the foregoing document by authority of law on behalf of the State of Utah.

\_\_\_\_\_  
Notary Public  
Residing at: \_\_\_\_\_

\_\_\_\_\_  
My Commission Expires:

## ATTACHMENT "A"

Uintah County Road Department  
Operator

Uintah County Asphalt Mine  
Mine Name

M/047/022  
Permit Number

Uintah County, Utah

### LEGAL DESCRIPTION

*Include 1/4, 1/4, 1/4 sections, townships, ranges and any other descriptions that will legally determine where disturbed lands are located. Attach a topographic map of suitable scale (max. 1 inch = 500 feet; 1 inch = 200 feet or larger scale is preferred) showing township, range and sections and a clear outline of the disturbed area boundaries tied to this Reclamation Contract and surety.*

**The detailed legal description of lands to be disturbed includes portions of the following lands not to exceed 43.6 acres under the approved / accepted permit and surety, as reflected on the attached map label Uintah County Asphalt Mine and dated 4/09/03 :**

SE1/4 SE1/4, E1/2 SW1/4 SE1/4, SE1/4 NW1/4 SE1/4  
Section 30

Township 4 South, Range 21 East, SLB& M



17TH SECTION LINE

UINTAH COUNTY ASPHALT RIDGE  
M/047/022  
Map drawn 4/9/2003

EDGE DISTURBED AREA

OWN EXTRACTION  
ADILITY SITE  
MPPANYING SHEET

UINTAH COUNTY  
ASPHALT STORAGE  
SITE

OLD ASPHALT  
PLANT SITE

UINTAH COUNTY  
DISTURBED LEASE

17.58 ACRES MORE OR LESS

SECTION 31

SECTION 30

COLLECTION  
POND

(January 2000)

**STATE OF UTAH**  
**DEPARTMENT OF NATURAL RESOURCES**  
**DIVISION OF OIL, GAS AND MINING**  
1594 West North Temple, Suite 1210  
Box 145801  
Salt Lake City, Utah 84114-5801  
Telephone: (801) 538-5291  
Fax: (801) 359-3940

**RECEIVED**  
**JUL 14 2004**  
DIV OF OIL GAS & MINING

**SELF BONDING AND INDEMNITY AGREEMENT**

\*\*\*\*\*

This Self Bonding and Indemnity Agreement ("Agreement") is entered into by and between Uintah County ("Operator") and the State of Utah, Department of Natural Resources, Board of Oil, Gas and Mining ("Board"). The Board and the Operator find that:

WHEREAS, pursuant to the Mined Land Reclamation Act, §40-8-1 et seq., Utah Code Annotated (1953, as amended) ("Act") and applicable rules, the Operator has obtained Permit No. M/047/022 from the Division of Oil, Gas and Mining ("Division") to operate the Uintah County Asphalt Mine Mine, a Tar Sands mine, in Uintah County, Utah, which location is more specifically described in Exhibit A; and,

WHEREAS, the Board and the Operator agree that, upon permanent cessation of operations, complete reclamation of the Uintah County Asphalt Mine pursuant to Permit No. M/047/022, including revisions and amendments (collectively "Permit"), the Act, and applicable rules is essential to protect the land from future harm due to prolonged deterioration; and,

WHEREAS, the Operator has requested that the Board accept a written contractual agreement as the form of reclamation surety required by the Act; and, WHEREAS, the Operator has designated David J. Haslem, Uintah County Commission Chairman 147 East Main, Vernal, Utah 84078

(Name, Title, and Address)

as its agent for service of process in the State of Utah; and,

WHEREAS, the Operator has been in continuous operation as a business entity for the last five years; and,

WHEREAS, as is indicated on the attached financial sheet, the Operator meets the financial criteria for a written contractual agreement; and,

WHEREAS, the Operator has submitted to the Division and Board financial statements which are accompanied by an audit opinion prepared by Michael Wilkins Uintah County Clerk/Auditor which indicated compliance with the financial criteria.

NOW, THEREFORE, in return for permission to mine pursuant to the Act, the applicable rules and the Permit, in addition to other consideration, the sufficiency and receipt of which is hereby acknowledged, the Operator agrees to be held and bonds to the Board for the sum of \$115,900.00 in United States currency for the timely performance of reclamation responsibilities for the Uintah County Asphalt Mine, Permit No. M/047/022. By the submission of this Agreement, the Operator will and truly binds itself, its successors and assigns, jointly and severally, by these presents.



The conditions of the above obligations are such that:

1. The Operator shall perform all duties and fulfill all requirements applicable to reclamation of the Uintah County Asphalt Mine as set forth in the Act, the applicable rules, and the terms of the Permit.

2. The liability under this Agreement is conditioned upon successful reclamation of the permit area as provided in the reclamation plan for the Permit for the period of time and in the manner specified in the Act, the applicable rules, and the terms of the Permit. The liability or responsibility of the Operator hereunder is \$115,000.00, provided that the Board may adjust the amount of liability hereunder as provided in Section 5 hereof.

3. Uintah County Road Department (operator) hereby agrees to indemnify and hold the Board and Division harmless from any claim, demand, liability, costs, charge, or suit brought by a third party as a result of the Operator's failure to abide by the terms and conditions of the Reclamation Plan as set forth in the Permit and from any failure to comply with the terms of this Agreement.

4. Upon successful completion of part or all of the obligations secured hereby, the Operator may petition the Board for a final release of part or all of the obligations under this Agreement. Upon such petition, the Division shall conduct an inspection to ascertain whether duties and obligations of the Operator under the Act, the applicable rules, and the Permit have been fulfilled. If it is determined that such duties and obligations have been fulfilled, the Board shall release the Operator from part or all of



its obligations under this Agreement and shall file a notice of such release in the property records of Uintah County, Utah.

5. Periodically or at the request of the Operator, this Agreement shall be reviewed by the Division and the amount of liability adjusted if the Division determines that the cost of future reclamation has materially changed.

6. The Operator may terminate this Agreement by providing written notice to the Board no less than 120 days prior to the date of termination. The Operator must provide an alternate reclamation surety in the form and amount satisfactory to the Board prior to 30 days before the stated date of termination.

7. The Board may terminate this Agreement by providing written notice to the Operator no less than 120 days prior to the date of termination unless the Board determines that the Operator no longer meets the financial criteria for a written contractual agreement whereupon the Board may shorten the above-stated notice period for termination of this Agreement. The Operator must provide an alternate reclamation surety in the form and amount satisfactory to the Board prior to 30 days before the stated date of termination.

8. If the Operator fails, within the time periods set out in paragraphs six and seven of this Agreement, to provide an alternative reclamation surety satisfactory to the Board, the Division or Board may pursue any available remedies, including, but not limited to, the direction to cease all operations at the Uintah County Asphalt Mine and the direction to initiate and complete all reclamation operations at the Uintah County Asphalt Mine.

9. This Agreement will be governed and interpreted according to Utah law.

10. In addition to any other liability described above, the Operator shall pay reasonable attorney fees and costs incurred by the Board if the Board is successful in any action or suit regarding this agreement.

SO AGREED this 12 day of JUL, 2004.

Uintah County Road Department  
Operator/Company Name

12-JUL-2004  
Date

  
\_\_\_\_\_  
David J. Haslem, Uintah County Commission  
Chairman

12-JUL-2004  
Date

Attest:   
\_\_\_\_\_  
Michael Wilkins, Uintah County Clerk/Auditor



\_\_\_\_\_  
Date

\_\_\_\_\_  
Allan Mashburn, Chairman  
Board of Oil, Gas and Mining

NONCOAL  
(1989)

RECEIVED

JUL 14 2004

DIV OF OIL GAS & MINING

Mine Name Uintah County Asphalt Mine

Permit No. M/047/022

Date \_\_\_\_\_

Checked by \_\_\_\_\_

### SELF BONDING QUALIFICATION SHEET

Applicant required to meet one of the following criteria:

1. Current rating for most recent bond issuance  
("A" or higher) (Moody's Investor Service or  
Standard and Poor's Corporation) \_\_\_\_\_

or

2. A. Tangible Net Worth = (at least \$10 Million)  
(Net worth minus intangibles [Goodwill and  
rights to patents or royalties]) \$ 283,554,849.00
- B. Total Liabilities/Net Worth  
(2.5 times or less) = 6.9% .69
- C. Current Assets/Current Liabilities  
(1.2 times or greater) = 15.5%
- Reference: 2003 Audit

or

3. A. Fixed assets in the United States  
(at least \$20 million) = \$ \_\_\_\_\_
- B. Total Liabilities/Net Worth  
(2.5 times or less) = \_\_\_\_\_
- C. Current Assets/Current Liabilities  
(1.2 times or greater) = \_\_\_\_\_
- Reference: \_\_\_\_\_

Has the operator been in continuous operation of not less than five (5) years (immediately preceding the time of application) (submitted five annual reports)?

Yes X No \_\_\_\_\_

Has the operator furnished financial statements prepared by an independent certified public accountant in conformity with generally accepted accounting principles?

Yes X No \_\_\_\_\_

Has the operator furnished unaudited financial statements for completed quarters in the current fiscal year?

Yes X No \_\_\_\_\_

Has the operator supplied other useful information for determining financial qualification?

Yes X No \_\_\_\_\_

**UINTAH COUNTY**  
**STATEMENT OF NET ASSETS**  
**DECEMBER 31, 2003**

	PRIMARY GOVERNMENT			
	GOVERN- MENTAL ACTIVITIES	BUSINESS- TYPE ACTIVITIES	TOTAL	COMPONENT UNITS
<b>ASSETS</b>				
Cash and cash equivalents	\$ 4,700,473	\$ 1,873,350	\$ 6,573,823	\$ 1,688,234
Investments	16,396,920	6,152,340	22,549,260	6,669,337
Taxes receivable	91,693		91,693	
Accounts receivable - net		7,450	7,450	1,387,939
Other receivables	7,549	16,712	24,261	204,791
Internal balances	29,146	(29,146)		
Due from other governmental units	1,560,995		1,560,995	3,161,584
Inventory		3,189	3,189	77,624
Prepaid expenses				92,996
Reclamation bond				150,000
Restricted cash	367,312		367,312	84,393
Restricted Investments	6,521,560	1,095,587	7,617,147	674,908
Bond issue costs		242,199	242,199	
Capital assets (net of accumulated depreciation):				
Land	1,176,327	1,790,517	2,966,844	297,440
Rights of Way	3,050,400		3,050,400	
Buildings	3,300,092	11,647,084	14,947,176	1,874,733
Improvements other than buildings	1,519,400	211,089	1,730,489	
Equipment	2,005,385	395,089	2,400,474	848,795
Infrastructure	238,938,841		238,938,841	
Work in progress	48,958		48,958	
Total assets	\$ 279,715,051	\$ 23,405,460	\$ 303,120,511	\$ 17,212,774
<b>LIABILITIES</b>				
Accounts payable	\$ 825,189	\$ 76,457	\$ 901,646	\$ 949,345
Warrants payable	260,351	99,950	360,301	20,236
Tax refund payable		57,424	57,424	
Accrued liabilities	93,277	49,601	142,878	316,791
Deferred revenue				79,676
Bond interest payable		75,776	75,776	36,578
Revenue bonds payable - Due within one year		979,500	979,500	349,000
Capital leases payable - Due within one year	72,400		72,400	72,500
Revenue bonds payable - Due in more than one year	8,000,000	8,496,500	16,496,500	1,333,000
Capital leases payable - Due in more than one year	144,800		144,800	1,545,000
Compensated absences	334,437		334,437	131,661
Total liabilities	\$ 9,730,454	\$ 9,835,208	\$ 19,565,662	\$ 4,833,787

"The notes to the financial statements are an integral part of this statement."



**UINTAH COUNTY  
STATEMENT OF NET ASSETS  
DECEMBER 31, 2003**

	PRIMARY GOVERNMENT			COMPONENT UNITS
	GOVERN- MENTAL ACTIVITIES	BUSINESS- TYPE ACTIVITIES	TOTAL	
<u>NET ASSETS</u>				
Invested in capital assets, net of related debt	\$ 231,451,007	\$ 4,492,003	\$ 235,943,010	\$ 1,403,468
Restricted for:			4,531,636	
Class "B" roads	4,531,636			42,841
Recreation programs				16,552
Client trust				150,000
Reclamation bond			2,492,242	
Statutory reserve	2,492,242	2,010,656	8,935,981	674,908
Debt Service	6,925,325	7,067,593	31,651,980	10,091,218
Unrestricted	24,584,387			
			\$ 283,554,849	\$ 12,378,987
Total net assets	\$ 269,984,597	\$ 13,570,252		

*Net Worth*

"The notes to the financial statements are an integral part of this statement."

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(MM/DD/YYYY)

&lt;1&gt;-&lt;6&gt; of &lt;6&gt;


<u>Instrument</u>	<u>Class</u>	<u>Maturity Date</u>	<u>Rating</u>	<u>Rating Date</u>
US\$6.44 mil lse rev bnds ser 2000B dtd 08/15/2000 due 06/01/2002-2010	2000B	Jun 01, 2005	AA	Aug 29, 2000
	2000B	Jun 01, 2006	AA	Aug 29, 2000
	2000B	Jun 01, 2007	AA	Aug 29, 2000
	2000B	Jun 01, 2008	AA	Aug 29, 2000
	2000B	Jun 01, 2009	AA	Aug 29, 2000
	2000B	Jun 01, 2010	AA	Aug 29, 2000

&lt;1&gt;-&lt;6&gt; of &lt;6&gt;

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Utah Cnty Muni Bldg Auth, UT

UT  
USA**Issue** US\$6.44 mil lse rev bnds ser 2000B dtd 08/15/2000 due 06/01/2002-2010**Class** 2000B**Maturity Date** Jun 01, 2005**Rating** AA**Rating Date** Aug 29, 2000**Enhancers** Bond Insurance Provider: Radian Asset Assurance Inc.,  
Obligor: Utah Cnty Muni Bldg Auth, UT**Analyst Name** Ins Coord-8**Browse By Sector  
( GICS® )**[Energy](#)[Materials](#)[Industrials](#)[Consumer Discretionary](#)[Consumer Staples](#)[Health Care](#)[Financials](#)[Information Technology](#)[Telecommunications](#)[Services](#)[Utilities](#)**Browse By Business  
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real  
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cre  
and

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UINTAH COUNTY ASPHALT RIDGE  
M/047/022  
Map drawn 4/9/2003

12TH SECTION LINE

EDGE DISTURBED AREA

**SITLA GRAVEL LEASE**

UINTAH COUNTY  
ASPHALT STORAGE  
SITE

OLD ASPHALT  
PLANT SITE

**UINTAH COUNTY  
DISTURBED LEASE**

17.58 ACRES MORE OR LESS

EDGE DISTURBED AREA

CROWN EXTRACTION  
FACILITY SITE  
SEE ACCOMPANYING SHEET

FLARE AREA

**UINTAH COUNTY  
PERMIT AREA**

**CROWN PERMIT  
AREA**

CROWN EXTRACTION  
FACILITY SITE  
SEE ACCOMPANYING SHEET

BOILER HOUSE

CROWN EXTRACTION  
FACILITY SITE  
SEE ACCOMPANYING SHEET

SHOP  
OFFICE

**RECLAIMED  
RELEASED  
AREA**

PDH 6

COUNTY  
SCALES &  
EQUIPMENT

PDH 5

PDH 3

PDH 2

A-7 PDH 4

58425

PDH 1

SECTION 30

COLLECTION  
POND

SECTION 31

ASPHALT  
LOADING  
AREA

PIT

4  
97

JOINT ON SECTION LINE